

My Software Group Ltd.



MY SOFTWARE GROUP

Master Software as a Service (SaaS) Agreement

THIS MASTER SOFTWARE AS A SERVICE AGREEMENT (the **“Agreement”**) governs the provision of software and services by **My Software Group Ltd**, a company incorporated in England and Wales with registered number **15638670** and registered office at **71–75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ** (**“Provider”**, **“we”**, **“us”**), to the customer accepting this Agreement online (**“Customer”**, **“you”**).

This Agreement is formed electronically and is legally binding when the Customer ticks the acceptance box on the Provider’s website, submits a trial request, creates an account, or accesses or uses any Services.

1. Definitions and Interpretation

- a. **“Authorised Users”** means the Customer’s employees, contractors, and agents authorised to access the Services.
- b. **“Customer Data”** means all data (including Personal Data) input, uploaded, transmitted, or otherwise made available to the Services by or on behalf of the Customer or its Authorised Users.
- c. **“Data Protection Laws”** means UK GDPR, the Data Protection Act 2018, and all applicable UK data protection and privacy legislation.
- d. **“Documentation”** means user guides, knowledge base articles, technical documentation, and other materials made available by the Provider in connection with the Services.
- e. **“Hardware”** means tablets, devices, peripherals, or equipment supplied by the Provider either on an outright purchase basis or on a loan basis.
- f. **“Product Schedule”** means a description of a specific software product, module, service package, or bundle, as made available on the Provider’s website, customer portal, or otherwise referenced at the point of Customer acceptance.

- g. **“Services”** means the Provider’s hosted software applications (**“Software”**) together with all associated services, including without limitation hosting, configuration, onboarding, training, support, updates, maintenance, security, analytics, integrations, and device management services (including MDM), as made available to the Customer under one or more Product Schedules.
- h. **“Subscription”** means the Customer’s right to access and use the Services during the applicable Subscription Term.
- i. **“Subscription Term”** means the trial period (if any) and any paid subscription period selected by the Customer.
- j. References to legislation include that legislation as amended, extended, or re-enacted from time to time.

2. Basis of Contract and B2B Status

- a. This Agreement applies exclusively to customers contracting wholly in the course of their trade, profession, or business. The Services and Hardware are not provided to consumers within the meaning of the Consumer Rights Act 2015.
- b. By accepting this Agreement, the Customer confirms that:
 - i. it is acting for business purposes only;
 - ii. it has authority to enter into this Agreement; and
 - iii. it will ensure compliance by all Authorised Users.
- c. This Agreement is formed by electronic acceptance in accordance with the Electronic Communications Act 2000.

- d. Contract Documents and Order of Precedence:
- i. This Agreement, together with any applicable Product Schedules, the Data Processing Agreement, the End User Licence Agreement, and the Provider's website policies (together, the "Contract") govern the relationship between the parties.
 - ii. If there is any conflict or inconsistency between the documents comprising the Contract, the following order of precedence shall apply (in descending order):
 1. this Master Software as a Service Agreement;
 2. any applicable Product Schedule(s) (but only in respect of the relevant Software or Services);
 3. the Data Processing Agreement (in respect of data protection matters only);
 4. the End User Licence Agreement;
 5. the Provider's website policies.
 - iii. No document shall override this Agreement unless it expressly states that it does so.

3. Provision of Services

- a. Subject to payment of applicable Fees and compliance with this Agreement, the Provider shall make the Services available to the Customer during the Subscription Term.
- b. The Services are provided on a non-exclusive basis and may be shared among multiple customers.
- c. The Provider may modify, enhance, replace, or discontinue any part of the Services, provided such changes do not materially reduce core functionality during an active paid Subscription.

- d. The Services are administrative, operational and informational tools only. The Services are not intended for clinical diagnosis, treatment, or life-critical decision-making and are not certified or regulated as a medical device. The Customer remains solely responsible for all clinical, operational, and regulatory decisions and for compliance with all applicable healthcare laws and professional obligations.

4. License to Software

- a. The Provider grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Software as part of the Services for the Customer's internal business purposes only.
- b. Except as expressly permitted, the Customer shall not:
 - i. copy, modify, or create derivative works of the Software;
 - ii. reverse engineer or attempt to extract source code;
 - iii. resell, lease, or provide the Services to third parties; or
 - iv. use the Services unlawfully or outside the scope of this Agreement.

5. Trials

- a. The Provider may offer free or limited trials. Trials are provided "as is", without warranties, and may be withdrawn or modified at any time.
- b. The Provider has no obligation to continue Services beyond a trial unless the Customer enters into a paid Subscription.

6. Hardware Supply, Ownership and MDM

a. Outright Purchase Hardware

- i. Where Hardware is sold outright, legal and beneficial title passes to the Customer upon delivery and payment in full.
- ii. Customer-owned Hardware is not security, collateral, or consideration for any Subscription.
- iii. Ownership of such Hardware is retained by the Customer notwithstanding suspension, expiry, or termination of the Services.

b. Device Management MDM

- i. While a Subscription is active, the Provider may deploy and operate MDM software on Customer-owned Hardware solely for security, configuration, compliance, support, and integration with the Services.
- ii. The use of MDM does not grant the Provider any ownership or possessory interest in Customer-owned Hardware.
- iii. The Provider shall not use MDM software to restrict, disable, or impair the Customer's lawful use of Customer-owned Hardware following termination or expiry of the Services.
- iv. Upon termination or expiry of the Services, the Provider shall remove its MDM software within a reasonable time.

c. Loaned Hardware

- i. Where Hardware is supplied on a loan basis, title remains at all times with the Provider.
- ii. Loaned Hardware is provided solely to support use of the Services and creates no ownership or purchase rights.

- iii. The Customer shall keep loaned Hardware secure and insured.
- iv. Upon termination or expiry of the Services, the Provider may require return of the Hardware or remotely wipe or decommission it.

7. Fees and Payment

- a. Fees are as displayed on the Provider's website or otherwise agreed at the time of Subscription selection.
- b. Fees are exclusive of VAT.
- c. Subscriptions are billed in advance on a monthly basis (or such other period as selected by the Customer) and automatically renew for successive billing periods unless cancelled.
- d. The Customer may cancel at any time, and cancellation will take effect at the end of the current paid billing period. The Services will remain available until that date.
- e. All Fees are non-refundable. No refunds or credits will be provided for partial billing periods, unused time, or early cancellation.
- f. Failure to pay Fees may result in suspension of Services.
- g. Late payments accrue interest at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

8. Customer Responsibility

- a. The Customer is responsible for all use of the Services by its Authorised Users.
- b. The Customer shall ensure that its systems and networks meet any minimum requirements communicated by the Provider.

9. Data Protection

- a. Each party shall comply with Data Protection Laws.
- b. The Customer is the Data Controller and the Provider is the Data Processor unless otherwise stated.
- c. The Provider's Data Processing Agreement forms part of this Agreement.

10. Intellectual Property

- a. All intellectual property rights in the Software, Services, and Documentation remain with the Provider.
- b. The Customer retains all rights in Customer Data.

11. Confidentiality

- a. Each party shall keep confidential all information disclosed under this Agreement and use it only to perform its obligations.
- b. Confidentiality obligations survive termination of this Agreement.

12. Warranties

- a. Each party warrants it has authority to enter into this Agreement.
- b. Except as expressly stated, the Services are provided "as is".

13. Indemnities

- a. The Provider shall indemnify the Customer against third-party claims that the Software infringes UK intellectual property rights.

- b. The Customer shall indemnify the Provider against claims arising from Customer Data or misuse of the Services.

14. Limitation of Liability

- a. Liability is limited to the Fees paid in the 12 months preceding the claim.
- b. Nothing limits liability for death, personal injury, fraud, or liabilities that cannot be excluded under English law.

15. Term and Termination

- a. This Agreement continues for the Subscription Term.
- b. Either party may terminate for material breach not remedied within 30 days.
- c. On termination, access to the Services will cease with immediate effect and any Customer Data shall be deleted within thirty (30) data subject to legal requirements.
- d. Upon termination or expiry, the Customer may request export of its Customer Data for a reasonable period (not less than 30 days). The Provider shall make such data available in a commonly used electronic format. Following that period, Customer Data will be deleted or anonymised, except as required by law or as set out in clause 15e.
- e. The Provider may retain copies of Customer Data in secure backups or archives where required for legal, regulatory, audit, fraud prevention, or legitimate business continuity purposes, provided such data remains protected and is not used for any other purpose.

16. Suspension

- a. The Provider may suspend Services for security, legal, or non-payment reasons.

17. Force Majeure (Events Beyond Reasonable Control)

- a. Neither party is liable for failure caused by events beyond reasonable control.

18. Assignment and Subcontracting

- a. The Provider may subcontract or assign this Agreement. The Customer may not assign without consent.

19. Entire Agreement and Variations

- a. The Provider may update or modify this Agreement from time to time. For any material changes that adversely affect the Customer's rights or obligations, the Provider will provide at least thirty (30) days' notice via email or through the Services. Continued use of the Services after the notice period constitutes acceptance of the updated terms.

20. Governing Law and Jurisdiction

- a. This Agreement is governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.